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Union: **Westbury Village Highway Department / Sanitation Department / Municipal Garage Unit, CSEA, AFSCME, AFL-CIO**

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Westbury, Village Of And Csea Local
882 (Highway/Sanitatin/Garage)

COLLECTIVE BARGAINING AGREEMENT

Between

INCORPORATED VILLAGE OF WESTBURY

And

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

WESTBURY VILLAGE UNIT OF CSEA, LOCAL 882

June 1, 1999 - May 31, 2003

RECEIVED

AUG 27 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT, made this day of , 2001, by and between the INCORPORATED VILLAGE OF WESTBURY, a Municipal Corporation (hereinafter referred to as 'WESTBURY'), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, WESTBURY VILLAGE UNIT OF LOCAL 882 (hereinafter referred to as 'CSEA'), having its principal address at 143 Washington Avenue, Albany, New York 12210.

ARTICLE A:

RECOGNITION

The CSEA is recognized as the exclusive Bargaining Agent for the employees of WESTBURY employed in the Highway Department, Sanitation Department and Municipal Garage, and all employees employed as Office and Clerical Employees. The secretary to the Board of Trustees and Supervisors shall not be deemed part of the bargaining unit. This recognition shall be until the 31st day of May, 2003. Such recognition shall continue until challenged, and shall be for the purposes provided in Article 14 of the Civil Service Law.

ARTICLE B:

DEFINITIONS

'EMPLOYEES' shall include all permanent full-time employees, provisional employees and probationary employees. Permanent part-

time employees, temporary and seasonal employees are not covered by this Agreement.

'SUPERVISORS' are intended to include, by way of example but not limitation, the Highway and Sanitation Department Foremen and the Chief Mechanic-in-Charge.

'PROBATION'. The probationary period for employees hired after 6/1/99 shall be six months.

ARTICLE C:

HOURS OF EMPLOYMENT

1. For office and clerical employees, six and one-half (6½) hours shall constitute a day's work. Hours of work shall be from 9:00 a.m. to 4:30 p.m.. There shall be a one (1) hour lunch period. All office and clerical employees shall work a five (5) day work week from Monday to Friday, inclusive, and thirty-two and one-half (32½) hours shall constitute a week's work.

2. For employees other than office and clerical, eight (8) hours shall constitute a day's work. The Sanitation Department shall work such hours as may be scheduled by WESTBURY at the regular rate. There shall be a one-half (½) hour lunch period.

3. All employees, other than Sanitation Department employees shall work a five (5) day work week from Monday to Friday, inclusive, and forty (40) hours shall constitute a week's work. Sanitation Department employees presently work a five (5) day work

week and work each day until completion of task from Monday to Friday, inclusive, and forty (40) hours constitute a week's work.

4. The Highway Department workday shall be from 7:00 A.M. to 3:30 P.M. year round, subject to review and/or change by the Board of Trustees.

ARTICLE D:

OVERTIME

1. Time and one-half shall be paid for work performed in excess of forty (40) hours by all employees.

2. For purposes of computing overtime for a Sanitation employee, his regular hourly rate shall be his regular weekly salary divided by forty (40) hours a week.

3. In the event that overtime is required for Highway Department employees the following procedure will be utilized:

a. An overtime rotation sheet shall be maintained by the employer in order to insure an equitable distribution of overtime among Highway Department employees.

b. Each name on the rotation sheet will be called in order. In the event that the person called is either ill or unavailable, the next person on the list will be called. All Highway Department employees are expected to use their best efforts to be available when called.

c. The list will be adhered to as closely as possible throughout the year and this procedure will be utilized for all

types of overtime.

d. In the event of the need for laborers, the same procedure as provided above will be followed. When a Highway Department employee is called for Sanitation work, that employee shall be given the first option to end his tour of duty after concluding his route.

e. When Highway Department employees are called to fill in for purposes of providing sanitation services, the rotation sheet will be strictly adhered to.

f. In the event that there is plowable snow, employees from both Highway and Sanitation Departments will be called.

The Purpose of this list is to provide adequate personnel for overtime and emergency situations while at the same time guaranteeing the Village of Westbury that there will be a minimum complement of employees available for work. Employees are expected to work a reasonable amount of overtime.

ARTICLE E:

HOLIDAYS

1. The following days shall be considered legal holidays, upon which days no work shall be performed, and the regular employees (other than office and clerical, who shall receive six and one-half (6½) hours pay) shall receive a regular days pay computed at straight time hourly rates for such holidays unworked

by them regardless of the week in which the holiday falls.

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving
Friday after Thanksgiving		Christmas Day

One (1) Floating Holiday in Lieu of Lincoln's Birthday

2. All employees, except office and clerical who shall receive six and one-half (6½) hours pay, shall be paid a regular days pay at the single time basic rate for each of the paid holidays specified above. An employee covered by this Agreement shall be deemed an employee within the meaning of this Article provided he was employed for any time during the payroll week when the holiday occurs.

3. When a contractual holiday falls upon a Saturday, it shall be observed on the preceding Friday.

4. When a contractual holiday falls upon a Sunday, it shall be observed the following Monday.

5. In the event that an employee does work upon a holiday he shall be paid at the rate of time and one-half (1½) in addition to his regular day's pay, for the holiday.

ARTICLE F:

VACATIONS

1. All employees who shall have been in the continuous employ of WESTBURY for the period set forth below shall receive compensation set forth in the following schedule. The compensation

shall be computed at straight time hourly rates, which vacation money will be given to each and every employee in advance of his vacation period and prior to his leaving for such vacation. The term work week shall be the regularly scheduled work week as set forth in Article 'C':

TABLE OF VACATION DAYS

<u>CALENDAR YEARS SUBSEQUENT TO COMPLETION OF PROBATION</u>	<u>NUMBER OF VACATION DAYS ENTITLED TO</u>
First thru Third	- 10 working days
Fourth	- 11 working days
Fifth	- 12 working days
Sixth	- 13 working days
Seventh	- 14 working days
Eighth	- 15 working days
Ninth	- 16 working days
Tenth	- 17 working days
Eleventh	- 18 working days
Twelfth	- 19 working days
Thirteenth thru Fourteenth	- 20 working days
Fifteenth & over	- 21 working days

2. A maximum of five (5) vacation days may be carried over and used in the year following their accumulation only.

3. Probation must be completed before vacation can be taken.

4. The amount of vacation for Probationary employees, after

the completion of Probation, shall be prorated, at the rate for employees who are in their first year after having completed Probation, for the balance of the year in which they complete Probation based on the percentage of time remaining in the calendar year.

ARTICLE G:

SENIORITY

1. Seniority shall be based upon the length of continuous service within a job classification and is to be applied within the department in which the employee is employed. Seniority shall not commence until one (1) year from the date the new employee starts to work. In no event shall temporary, seasonal, probationary or provisional employees accrue seniority.

2. In the event of a layoff, the least senior employee in the classification within the department shall be the first one laid off and in the event of a recall, the most senior employee in such classification within a department shall be the first recalled.

3. Seniority shall be broken by the employee's voluntary separation from WESTBURY; discharge for just cause; layoff for a period of more than sixty (60) days or being on layoff status and failing to return to work within two (2) consecutive working days

after receipt of written notification to return at last known address. Seniority shall accrue during layoffs of less than two (2) months.

4. All employees who have been transferred from one department to another in the same classification shall retain seniority within that classification in the new department.

5. For the purposes of seniority, all additional shifts shall be considered as separate departments.

6. When employees commence work at the same time and enjoy seniority within the same department and classification, layoff of such employees shall be at the sole discretion of WESTBURY.

7. In filling vacancies in higher classifications, WESTBURY, accepts the privilege of exercising due regard for length of service, taking into account ability, efficiency, fitness to work, good character and number of departments. However, this will not interfere with the right of WESTBURY, in its uncontrolled discretion, to promote any individual for unusual meritorious service or exceptional ability.

ARTICLE H:

DECLARATION OF PRINCIPLES

1. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority WESTBURY

had prior to the signing of this Agreement are retained by WESTBURY and remain exclusively and without limitation within the rights of WESTBURY which are not subject to the grievance procedure and/or arbitration.

2. WESTBURY has the sole right to manage its own affairs and make all decisions it deems necessary and beneficial for its own welfare and advancement of its own interest. It has the sole right to direct its working forces, including the right to hire, suspend or discharge for just cause, transfer employees from one job or one department to another, assign, discipline, layoff or discontinue positions. An employee who has been discharged or otherwise disciplined cannot file a grievance that such discharge is unjust, unless he has been an employee for one (1) year.

3. WESTBURY reserves the right to introduce new or improved methods or facilities, and WESTBURY retains the right to contract for the performance of any of its services and increase or decrease the scope thereof.

4. WESTBURY reserves the right to establish and maintain reasonable work rules, but the Village agrees to confer with the Union prior to the establishment of such rules.

5. The foregoing prerogatives are intended by way of example and it is clearly understood by the CSEA that WESTBURY has the sole right to manage its operation and direct and arrange its work forces as it deems best.

ARTICLE I:

WELFARE AND PENSION

1. WESTBURY will provide to employees the medical plan known as the New York State Government Employees Benefit Plan (Empire Plan) or equivalent with no reimbursement for any deductible expense paid by an employee. In the event that WESTBURY intends to contract with a medical plan provider other than the Empire Plan, WESTBURY will provide CSEA with a copy of the proposed contract at least 90 days in advance to permit an analysis of comparability. If CSEA does not agree that the proposed plan is equivalent, CSEA may seek binding arbitration of the issue and WESTBURY will delay implementation for a period of six months from the original proposed starting date.

2. Effective June 1, 1999 WESTBURY shall continue to provide a Dental Plan for each employee to be administered by the CSEA Employment Benefit Fund. The applicable amounts per month for such Plan which will be paid by Westbury are as follows:

June 1, 1999 - May 31, 2000 - \$33.96 per month

June 1, 2000 - May 31, 2001 - 34.15 per month

June 1, 2001 - May 31, 2002 - 34.34 per month

June 1, 2002 - May 31, 2003 - 34.53 per month

If there should be an increase in the monthly rate, the employee shall pay the excess cost of the Plan over the monthly allowance set forth above.

3. If an employee files a written waiver of enrollment in the medical plan, on a form to be provided by WESTBURY, WESTBURY will pay the employee a sum equal to 50% of the savings in premium attributable to the employee's withdrawal from the plan. The reimbursement shall be made in the last month of WESTBURY'S fiscal year. Withdrawal from the plan must be elected no later than May 1 and shall be effective for at least one year. Any employee who opts out of the medical plan may be restored to coverage at the conclusion of the one year opt-out period.

4. WESTBURY agrees to provide the Retirement Plan Pursuant to § 75-i and § 75-g of the Retirement & Social Security Law of the State of New York to all eligible employees.

5. WESTBURY agrees to provide Twenty Thousand (\$20,000.00) Dollars Ordinary Death Benefit, pursuant to Retirement & Social Security Law § 60-b for all eligible employees. Westbury will continue to provide Fifteen Thousand (\$15,000.00) life insurance for all other employees.

6. Retiree Benefits

a. The Village will pay a preset dollar allotment towards a portion of the monthly medical insurance premiums for retirees who have worked for the Village for 20 years or more and meet certain qualifications. The monthly allotment for 20 year retirees is capped at the lesser of 50% of the cost of the monthly medical premium or the amount set forth on the below listed chart

whichever is less. That monthly allotment is increased by 2.5% for each additional full year of an employee's service completed before retirement, or the amounts set forth on the below listed chart whichever is less, capped at 62.5% for 25 years of service. The cap is raised to 65% or the amount set forth on the below listed chart, whichever is less, once the employee becomes eligible for Medicare supplemental coverage. In addition, the Village will pay for the full statutory Medicare premium.

b. To be eligible for premium coverage allotment on retirement, an Employee must:

- (1) Retire from the Village and municipal service.
- (2) Be a member of the NYS Retirement System.
- (3) Have attained the age of 55.
- (4) Be enrolled in the medical insurance program then provided by the Village.
- (5) Enroll in Medicare once eligible.

c. The following is the monthly allotment to be provided by the Village towards each eligible retired employee's medical premium subject to the caps as set forth in paragraph Article H, 6., a.:

<u>Yrs Worked</u>	<u>Single</u>	<u>Family</u>	<u>Premium</u>
20	\$119.47	\$250.06	50.0%
21	\$125.44	\$262.56	52.5%
22	\$131.41	\$275.06	55.0%

23	\$137.38	\$287.56	57.5%
24	\$143.36	\$300.07	60.0%
25+	\$149.33	\$312.57	62.5%
Medicare +	\$137.36	\$291.25	65.0%

d. WESTBURY agrees to adopt the provision of Retirement and Social Security Law §41-j increasing service credit for unused sick leave upon retirement, not exceeding 165 days.

ARTICLE J:

SICK LEAVE

1. During probation, an employee shall accumulate one day of unpaid sick leave for each month of service. During probation, if an employee uses a sick day said employee shall not be paid. After completion of probation, an employee shall be entitled to one day of paid sick leave for each month of service. At the end of the calendar year, the Village will carry-over the first six unused sick days and either payback the employee for the remaining unused sick time or carry-over the remainder, at the option of the employee. Checks will be issued prior to the third week in December to assist with the holiday season. Note, if sick time is then used prior to the end of the year, the employee will not be paid while out and the day will count as an unexcused absence. Said leave days may be accumulated up to a maximum of 135 days. A day of sick leave is earned and credited to an employee's account at the completion of

a calendar month.

2. WESTBURY reserves the right, in the event of an employee's sickness or disability, to visit the employee's place of illness and to require a physician's certificate of illness or disability when the employee is out more than forty-eight (48) hours. WESTBURY may require a doctor's certificate for one day's absence immediately before or after a holiday.

3. All employees shall be paid their accumulated sick leave on retirement, not to exceed 70 days.

ARTICLE K:

SAFETY AND HEALTH

1. No person may be hired until he has filed with the Village Clerk a certificate from a licensed physician that the person is physically capable of performing the duties of the position to which he seeks employment. The Village reserves the right to deny employment to, layoff temporarily or, if it deems advisable, to terminate any employee found by medical examination to suffer from any physical or mental condition which may make continued employment hazardous to himself or to his fellow employees. WESTBURY reserves the right to require any employee on Village time to submit to a physical examination at any time or from time to time to determine the fitness of such employee to perform his duties in a safe and satisfactory manner.

2. WESTBURY agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

3. CSEA agrees to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees during the hours of his employment. All employees agree to maintain WESTBURY'S facilities in a safe and sanitary condition.

4. WESTBURY agrees to maintain its equipment in a safe and proper condition. Defective vehicles or equipment shall be promptly reported to the proper authority by the employee operating such equipment.

5. WESTBURY agrees to provide and establish a training program for its employees in the use of equipment.

ARTICLE L:

BULLETIN BOARD

1. WESTBURY shall provide a bulletin board for the use of employees covered by this Agreement. Such bulletin board shall be no larger than three feet by four feet (3' x 4') in size and shall be placed in an accessible location.

2. All notices to be posted on the bulletin board shall first be submitted to the Board of Trustees for its approval.

ARTICLE M:

VILLAGE FACILITIES

WESTBURY shall permit use of its facilities for official CSEA business meetings, on written application, provided such facilities are available.

ARTICLE N:

AGENCY SHOP

Every member of the bargaining unit who is not a member of the CSEA shall, as a condition of continuing employment, from their first day of employment, pay to the CSEA an agency fee; such fee shall be equal to the combined total membership dues. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Shop Fee Check-Off". The Union shall indemnify and save WESTBURY harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing.

ARTICLE O:

DUES DEDUCTIONS

CSEA, Inc. shall have exclusive rights to payroll deductions

of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privilege without the express consent and written authorization of CSEA, Inc.

ARTICLE P:

GRIEVANCES

1. Declaration of Policy

a. Every employee of the Village shall have the right to present any grievance in accordance with the procedure provided herein, with or without a representative of his own choice, free from interference, coercion, restraint, discrimination or reprisal.

b. WESTBURY shall grant to officers of the CSEA reasonable time to present grievances, provided such time shall not interfere with the administration or operation of the Village.

c. All grievances shall be adjusted in accordance with the procedure set forth in the resolution of the Board of Trustees adopted on October 3, 1968 which provides as follows:

2. Definitions

a. "Employee" shall mean any person directly employed

and compensated by the Village.

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Village or a department thereof, which related to or involve employee's health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding of any matter which is otherwise reviewable, pursuant to law or any rule or regulation having the force and effect of law.

c. "Department" shall mean any Office, Department, Board, Commission, or other agency of the Village.

d. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the Department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance. Each Department head shall advise the employees of his Department or their immediate supervisor to whom grievances shall be presented.

e. "Days" shall mean all days other than Saturday, Sunday and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which

action must be taken or notice given within the terms of this Resolution.

3. Grievance Board

a. A Grievance Board of three members is hereby authorized to hear appeals from decisions of Department heads on grievances.

b. The members of this Board shall be appointed by the Board of Trustees.

c. The Grievance Board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this resolution. A complete and up-to-date set of such rules and amendments shall be kept on file in the Village Clerk's Office.

4. Procedure

a. First Stage

(1) An employee who claims to have a grievance shall present it to his immediate supervisor, orally, within five (5) days after the grievance occurs. The failure to report said grievance within five (5) days shall be deemed a waiver of an employees rights to file said grievance.

(2) The immediate supervisor shall discuss the grievance with the employee, shall investigate the same and shall consult with his superiors as he deems appropriate, all on an oral and informal basis.

(3) Within five (5) days after presentation of the grievance to him, the immediate supervisor shall make his decision and shall communicate the same to the employee.

b. Second Stage

(1) If an employee presenting a grievance is not satisfied with the immediate supervisor's decision, such employee may, within five (5) days after notice of the same, request a review and determination of this grievance by the department head. Such request shall be in writing, shall set forth the specific nature of the grievance and the facts relating thereto, and shall ask for an informal hearing, if one is desired. Such request shall be served upon the department head and the immediate supervisor to whom the grievance was presented. Thereupon, and within three (3) days after receiving such request, the immediate supervisor shall submit to the department head a written statement of his information concerning the specific nature of the grievance and the facts relating to it.

(2) The department head, or his designee, may, and upon the request of the employee as hereinabove provided, shall, hold an informal hearing within ten (10) days after receiving the request for review from the employee. The employee, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(3) Within five (5) days after the close of the hearing or after the grievance has been submitted, if there be no

hearing, the department head, or his designee, shall make his decision and communicate the same to the employee and to the employee's representative, if any.

c. Appeals

(1) An employee may appeal from the decision of the department head, or designee of the department head, within ten (10) days after notice of such decision. The appeal shall be taken by serving upon the Village Clerk and the department head whose decision is being reviewed, a written statement signed by the employee taking the appeal, containing:

(a) The name, residence address, and department of employment of the employee presenting the grievance.

(b) The name and address of the employee's representative, if any.

(c) A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.

(d) A request for a review of the decision of the department head or his designee by the grievance board.

(2) The department head shall submit to the Grievance Board a written statement of the decision and the facts on which it was based, including a summary of the record of the hearing, if there was a hearing, and the original or true copy of all written statements, exhibits or papers considered by him or his

designee in making the decision within three (3) days after service of the written request for review.

(3) The Grievance Board shall hold a hearing within ten (10) days after the written request for review has been served as above provided. It shall give at least three (3) days notice of the time and place of such hearing to the employee, the employee's representative, if any, the department head or his designee, and the Village Attorney or his designee, all of whom shall be entitled to appear at the hearing.

(4) The hearing on the appeal may be held in public or in private as determined by the Grievance Board.

(5) The hearing may be conducted by any one or more members of the board, designated by the board to act on its behalf; provided, however, that if less than the full board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board and the full board shall thereupon make its report.

(6) Two concurring votes shall be necessary to determine any official report or action of the Grievance Board.

(7) New evidence may be introduced at the hearing by either the employee or the department head or his designee.

(8) The Grievance Board shall not be bound by formal rules or evidence.

(9) A written summary or stenographic record shall

be kept of each hearing held by the Grievance Board.

(10) The Grievance Board shall make its report in writing within ten (10) days after the close of the hearing. It shall immediately file its report and the written summary or stenographic record of the proceedings with the Village Clerk and shall, at the same time, send a copy of its report to the employee, the employee's representative, if any, the department head, and the Mayor. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.

(11) The report of the Grievance Board shall be final.

5. Amendments

This resolution may be amended at any time by resolution of the Board of Trustees.

ARTICLE Q:

EMPLOYMENT OPPORTUNITIES

1. Announcement of vacancies in existing positions and promotional opportunities shall be furnished to a CSEA representative who will be solely responsible for the proper distribution of such announcements.

2. In no event shall the foregoing be deemed a limitation on WESTBURY'S prerogative to fill such positions from whatever source, including a non-Village employee, that it shall deem in its best

interest.

ARTICLE R:

WAGES

The minimum wage and wage rates to be paid by WESTBURY during the term of this Agreement shall be set forth in Schedule 'A' attached hereto and made a part hereof. Salaries for period 6/01/99 to 5/31/00 are increased by 2.5% payable in a lump sum, for period 6/01/00 to 5/31/01 an additional 3.0%, for period 6/01/01 to 5/31/02 an additional 3.0%, for the period 6/1/02 to 5/31/03 an additional 3.0%.

Either party may initiate said negotiation by a written request sent to the other party after December 1, 2002.

ARTICLE S:

PRIOR BETTER BENEFITS

This Agreement shall not be construed to deprive any employee presently employed by the Village of any better benefits, excluding overtime, that said employee might have had prior to the signing of this Agreement.

ARTICLE T:

MODIFICATION

Neither party shall have the right to waive or modify any provision of this Agreement without the mutual consent of both

parties.

ARTICLE U:

EMPLOYMENT IN HIGHER CLASSIFICATION

It is specifically understood and agreed that when a person is required by WESTBURY to perform work in a higher classification, and such work shall continue beyond two (2) days, then such person shall receive the pay allocated to that work for the period so employed, except that laborers temporarily assigned as Motor Equipment Operators shall receive Motor Equipment Operator pay for each day worked in the higher classification.

ARTICLE V:

CALL-IN-PAY

Any employee ordered to report for work, so reporting, shall receive a minimum of three (3) hours pay in the event that no work for the employee exists.

ARTICLE W:

PERSONAL DAYS

1. Any employee covered by this Agreement will be permitted time-off without loss of pay for compelling and necessary personal reasons up to three (3) days, provided that he give to WESTBURY, in writing, seventy-two (72) hours notice of such intended absence and the reason therefor. It is further understood and agreed that

WESTBURY may deny this absence during the allotted three (3) day period if it has already granted to two (2) other persons such leave of absence prior to the application. WESTBURY reserves the right, if any employee has been granted three (3) personal days to deny any excused paid absence for any reason whatsoever. WESTBURY reserves the right to refuse requests for personal days to be taken immediately before and after vacations.

2. Requiring a compelling and necessary reason will only be used when: the level of staffing for that day requires that the employee be in attendance; the employee has already used his/her full allotment of time-off; the employee has taken an unauthorized absence in the past eighteen months; or the employee is averaging more than $\frac{1}{2}$ day out per month. At other times, the supervisor will merely check the schedule to see if adequate personnel is available.

3. Calculation of Personal Leave Accumulation. After probation, the employee shall accumulate personal time at a rate of three personal days per year. At the end of the calendar year, the Village will payback the employee for unused personal time. Checks will be issued prior to the third week in December to assist with the holiday season. Note, if personal time is then used prior to the end of the year, the employee will not be paid while out and the day will count as an unexcused absence. Effective January 1, 2001, full crediting of personal days will be made on a calendar year basis.

ARTICLE X:

BEREAVEMENT DAYS

1. An employee of the Village absent on account of death in the immediate family, shall receive his or her compensation for the period so absent, provided that no compensation shall be paid for days in excess of three (3) working days.

2. Immediate family includes a spouse, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparent.

ARTICLE Y:

DISABILITY

Effective June 1, 1993, employees who are disabled or contract a sickness while in the performance of the duties for which they have been appointed or employed by the Village shall apply for compensation in accordance with the provisions of the Worker's Compensation Law of the State of New York. Such employees shall be permitted to apply accumulated sick leave credits not to exceed thirty (30) working days to the disability for which a Worker's Compensation claim has been filed pursuant to this provision.

ARTICLE Z:

MISCELLANEOUS

1. Each permanent employee of the Sanitation Department and

Highway Department who has completed his probationary period shall be eligible to select and receive work boots from vendors designated by WESTBURY. WESTBURY will pay up to \$110.00 per year directly to the vendor for each employee. Employees will pay any additional sum for shoes costing more than \$110.00. Work shoes shall be a mandatory item of apparel for all such employees, including probationary employees, in these departments.

2. Failure to wear such shoes, which must meet reasonable standards of durability and design, shall be grounds for denial of work and pay. It is agreed that the Knapp Co. Shoe, Model K3, or equivalent, meets the standard hereinabove referred to.

3. WESTBURY shall furnish work gloves, with a maximum of three (3) pairs per employee per year, and insulated jackets, for each employee of the Highway and Sanitation Departments.

4. FOUL WEATHER GEAR. WESTBURY will provide foul weather gear including rain boots to each employee where duties require outside activity. This gear shall be utilized as and when directed by the appropriate supervisor. This gear shall be stored in a facility provided by WESTBURY. In the event said equipment is damaged due to reasonable wear and tear associated with employment it will be replaced by WESTBURY as determined by WESTBURY.

ARTICLE AA

DISCIPLINARY PROCEDURE

Notwithstanding the provisions of Civil Service Law, Article 75, disciplinary action brought by WESTBURY against an employee shall be governed by the provisions of this Article:

1. GENERAL PRINCIPALS OF THE VILLAGE'S DISCIPLINARY PROCEDURE:

a. The Village retains the right to terminate or suspend employment or demote any employee for cause. It is the Village's general practice to use progressive discipline to correct performance or attitude problems. The severity of the chosen disciplinary action will be determined after considering the nature and gravity of the offense and its relationship to the employee's work record, assigned duties, responsibilities and other relevant factors. Whenever possible, the Village will utilize the following guidelines when rendering disciplinary action:

- (1) Where the Village or its agents seek to issue a written reprimand, suspend, fine, demote or terminate the employment of an employee, notice of such discipline shall be made in writing and served upon the employee and a CSEA employee representative. The specific acts for which discipline and penalty is sought to be imposed will be specified in the notice. The notice will contain a description of the alleged acts and conduct, with

- reference to any relevant dates, times and places;
- (2) Such notice will be filed in the employee's personnel file and delivered, to the Village Clerk and the Commissioner of Personnel;
 - (3) The employee may file an answer within seven (7) business days of receipt of the notice. Failure to serve an answer will not be deemed admittance or delay disciplinary action;
 - (4) Where a supervisor seeks demotion, suspension or termination of employment, the supervisor and a CSEA employee representative will first review the charge and penalty with the Village Clerk or its designee. Based on discussion with the supervisor and CSEA employee representative, the Village Clerk or its designee will render a decision to impose, discontinue or alter the desired disciplinary action;
 - (5) Where the Village seeks to terminate the employment of an employee, the employee will initially be suspended for ten (10) business days. Within said period, a hearing will be held before a Hearing Board, composed of the CSEA employee representative, a CSEA representative, the employee's supervisor, the department head, Village Clerk or its designee,

and the Commissioner of Personnel. The Hearing Board will determine the facts of the alleged incidents and if a finding is made that the acts occurred, the appropriate punishment. A stenographic record will be made of the hearing and the employee will be afforded the opportunity to be represented by counsel and to offer testimony on his own behalf if he chooses to do so.

(a) Based on the record of the hearing and the recommendation of the Hearing Board, the Commissioner of Personnel will render a decision within three (3) business days, to impose or reduce the recommended disciplinary action or termination;

(b) If termination is recommended by the Commissioner of Personnel he shall report his findings to the Board of Trustees. Based on the Commissioner's report and recommendation, the Board of Trustees shall either approve or disapprove his findings or impose an alternative disciplinary action.

b. The Village will use its best efforts to maintain a consistent application of the disciplinary procedures within this article. Failure to apply disciplinary action in a particular manner

shall not constitute a waiver or precedent for future action taken for the same or similar situation. The Village may consider mitigating circumstances when applying disciplinary procedure. Employees will be given an opportunity to present any mitigating circumstances at any stage of the proceeding.

c. The Village shall have thirty (30) business days from acquiring knowledge of the alleged conduct or omission, to commence disciplinary action under this article.

d. The employee and the CSEA may appeal any discipline imposed under this article, in accordance with the procedure identified in Article P, § 4.c., "Appeals" (before the Grievance Board), of the collective bargaining agreement.

e. Only in cases where the Grievance Board has recommended termination, the employee and the CSEA may appeal the Village's decision to terminate the employment of any employee by submitting such appeal to arbitration with the American Arbitration Association (AAA). Such arbitration shall be appellate in nature, following the procedures spelled out in an Article 78 action. All Proceedings shall be governed by the AAA's Voluntary Labor Arbitration Rules.

- (1) The award of the arbitrator shall be limited to the reinstatement of the employee to the position held prior to termination, in accordance with the reinstatement policy of this article (paragraph f. below).

(2) Fees of the AAA and arbitrator shall be shared equally by the applicant and the Village.

(3) There shall be no appeal from the decision of an arbitrator and his decision shall be final.

f. Reinstatement - If it is determined that the employee will be reinstated, the Village will reinstate the employee with the following reimbursement:

(1) Where there has been a termination and/or suspension, the employee will receive his regular rate of pay for time lost (including pay lost during the suspension period), less any amount received from the Village and unemployment insurance compensation received or receivable.

(2) In a demotion or fine, the employee will be made whole for the dollar amount lost (i.e., the difference in basic weekly wage rates for the period of demotion, including any applicable differentials, or the amount of the actual fine).

g. Whenever a fine is used as a disciplinary penalty, it shall be limited to the equivalent of one full-day of the employee's salary.

h. The Village will not utilize the disciplinary penalty of demotion as a first resort to an employee's violation of disciplinary procedures herein. Rather, the Village will seek

progressive measures in an attempt to have the misbehavior(s) corrected before applying demotion.

i. All time limits specified in this article may be extended by mutual consent of the parties.

j. All references to suspension herein refer to suspension without pay unless the provision specifically states that suspension shall include pay.

2. CLASSIFICATION OF VIOLATIONS:

a. Offenses generally considered to be correctable, depending on the employee's work record, include but are not limited to:

- (1) Unacceptable tardiness, absenteeism or unauthorized break-periods;
- (2) Failure to adhere to rules of safety or established safety practices, or contributing to unsafe or unsanitary conditions;
- (3) Repeated use of obscene or profane language to another while on Village time or in the workplace;
- (4) Interfering with, harassing or intimidating another person while on Village time or in the workplace;
- (5) Unauthorized use of Village property or vehicles, including but not limited to misuse of Village phones and computers for personal business;
- (6) Engaging in acts of personal business, work from

other employment or unauthorized solicitation while on Village time or in the workplace;

- (7) Misuse of sick-leave privileges;
- (8) Smoking in prohibited areas;
- (9) Failure to adhere to departmental work rules, including but not limited to dress code and wearing of uniforms;
- (10) Failure to adequately perform responsibilities or complete job assignments;

b. Offenses which are of a more serious nature that may result in immediate disciplinary action, including termination, include but are not limited to:

- (1) Immoral, indecent or abusive conduct toward another, while on Village time or in the workplace, including but not limited to sexual, racial, ethnic or any other kind of such harassment;
- (2) Refusal to carry out a management directive, or other gross insubordination;
- (3) Possessing an open container, using, being under the influence of or distributing alcohol or illegal drugs while on Village time or in the workplace;
- (4) Acts or threats of violence, or intimidation of violent acts against another while on Village time or in the workplace;

- (5) Possession of firearms or weapons on Village property;
- (6) Knowingly or carelessly committing acts that may place another person's health or safety at risk;
- (7) Falsification of Village records, including but not limited to employment records, applications and time records;
- (8) Removal of Village property or other property not belonging to the employee;
- (9) Receipt of gifts, money or favors from vendors, residents or other individuals which place or has the appearance of placing the vendor, resident or individual in a position of influence over the employee;
- (10) Negligent failure to carry out job responsibilities and assignments, or a continued inferior standard of work performance after corrective measures have been attempted;
- (11) Unauthorized use of a Village vehicle;
- (12) Commission of repeat offenses, after reprimand or warning.

3. TO DISCIPLINE EMPLOYEE MISCONDUCT OR INCOMPETENCE, THE VILLAGE WILL UTILIZE THE FOLLOWING PROCEDURE:

- a. These principals shall be understood for the purposes of

this section:

The Village has a policy of **zero tolerance** and may seek immediate disciplinary action, including suspension or termination of employment, for any employee who, while on Village time or in the workplace, commits one of the following offenses: drug or alcohol abuse; acts or threats of violence against another; knowingly or carelessly placing another person's health or safety at risk; acknowledged acts of religious, racial or ethnic discrimination, sexual harassment or offensive treatment; or direct insubordination.

b. Where the alleged conduct is (a) injurious to the regular operations of the Village, (b) in violation of an existing collective bargaining agreement or (c) in violation of departmental work rules, the Village will administer the following process:

- (1) If the gravity of the offense does not require immediate resolution, the supervisor will first discuss the offense with the employee. The Village's objective is to give the employee an opportunity to answer for the alleged wrongdoing and for the problem to be resolved informally, if possible. The supervisor will keep a record of this discussion;
- (2) Where an informal attempt does not result in resolution or the gravity of the offense so requires, written notification will be provided to the employee and a CSEA employee representative that

describes the offense and the discipline that will follow should this conduct, or similar conduct be committed;

- (3) If the employee commits a second similar offense or if the gravity of the offense so requires, the supervisor will seek to impose a fine, suspension, demotion or termination in accordance with section 1.a.(4) and 1.a.(5), above;
- (4) If a third similar offense is committed, or the gravity of the offense so requires, the supervisor will seek to impose suspension, demotion or termination in accordance with section 1.a.(4) and 1.a.(5), above.

4. STEPS UTILIZED BY THE VILLAGE TO DISCIPLINE AN EMPLOYEE WHO HAS TESTED POSITIVE IN A DRUG AND ALCOHOL TEST:

a. The following principal shall be understood for the purpose of this section:

Any employee who tested positive in a drug or alcohol test will be immediately removed from their duties and suspended, in accordance with the following:

- (1) Within any consecutive five-year period, the first positive test result from a drug or alcohol test, will require the employee to consult with a counselor approved by the Village. A copy of the

counselor's report shall be sent to the Village Clerk and filed in the employee's personnel file. The employee will be returned to work after receipt of the counselor's report and a negative test result is produced in the employee's follow up drug or alcohol test administered by the Village.

- (2) After a second positive test result within the same five-year period, from a drug or alcohol test, the employee will be required to consult with a counselor approved by the Village and attend a rehabilitation program pursuant to that counselor's professional recommendation. The suspension shall remain in force until the period of rehabilitation has been successfully concluded, in accordance with the counselor's report, and until a negative testing result is produced in the employee's follow up drug or alcohol test administered by the Village.

- (3) A third positive test result within the same five-year period, from a drug or alcohol test, will result in the termination of employment.

5. TO DISCIPLINE AN EMPLOYEE WHO IS CONSISTENTLY TARDY OR ABSENT, THE VILLAGE WILL UTILIZE THE FOLLOWING PROCEDURE:

- a. The following principals shall be understood for the purpose of this section:

(1) Employees must call in to report an absence to their supervisor or designee within one-half hour of their scheduled starting time. In the event an employee fails to report an absence in this manner, the absence will be deemed unauthorized.

(2) All absences occurring after the employee has exhausted their allotment of sick-leave are deemed unauthorized. The Village reserves the right to exchange an available personal day or vacation day, for such an unauthorized absence after review of the circumstances and the employees attendance record.

(3) Employees are expected to be ready to perform their duties at their scheduled starting time. If, due to their late arrival, they are not ready to perform at their scheduled start time, they are deemed tardy.

b. With respect to excessive absenteeism, the procedure is as follows:

Within any consecutive twelve-month period, the employee will receive a verbal reprimand and warning for their first unauthorized absence. A notation of the same will be filed in the employee's personnel file and copied to the CSEA employee representative. Following the second such absence the employee will receive a written reprimand and warning. Following the third such absence, the employee will receive a second written reprimand and final warning,

and the Village will remove an available personal or vacation day. Upon the fourth such absence, the employee will be suspended immediately. Within ten (10) business days thereafter, a hearing will be conducted in accordance with section 1.a.(4) and 1.a.(5), above.

c. With respect to tardiness, the procedure is as follows:

If the employee is tardy on three (3) occasions during any sixty (60) day period, the employee will be given a written warning. Thereafter, any three such offenses committed during any ninety (90) day period will result in a written reprimand and warning. Subsequent thereto, any three (3) such offenses committed during any ninety (90) day period will result in a ten (10) day suspension and may include a fine equal to the number of minutes the employee has been late multiplied by the employee's calculated hourly rate of pay. Subsequent thereto, any three (3) such offenses committed during any ninety (90) day period will result in a twenty (20) day suspension and may include a fine equal to the number of minutes the employee has been late multiplied by the employee's calculated hourly rate of pay. Subsequent thereto, any three (3) such offenses committed during any ninety (90) day period will result in a thirty (30) day suspension and may include a fine equal to the number of minutes the employee has been late multiplied by the employee's calculated hourly rate of pay. Subsequent thereto, any three (3) such offenses committed during any ninety (90) day period will

result in the termination of the employee's employment with the Village. The aforementioned fines will be applied when the total number of minutes late during the period, exceeded fifteen (15).

d. For the purposes of this section, tardiness, unauthorized absence or early, unauthorized quitting will qualify as offenses giving rise to disciplinary action.

e. The disciplinary stages set forth above shall be cumulative during the employee's tenure with the Village, unless said employee has a period of twelve consecutive months without an offense.

6. Severability Note: If any portion or provision of these disciplinary procedures is ruled as invalid by a court of competent jurisdiction, such ruling shall not affect, impair or invalidate any other portion of this disciplinary procedure, or the remainder thereof. The ruling shall be confined to the portion which has been directly referenced as invalid.

ARTICLE BB

PAYROLL DEDUCTION

1. WESTBURY will make payroll deductions for transmittal to a credit union of the employee's choice upon written authorization from an employee.

2. WESTBURY agrees to provide payroll deduction for contributions to a tax sheltered plan selected by CSEA upon written authorization by an employee. Only one plan will be recognized by

the Village.

ARTICLE CC:

LABOR - MANAGEMENT

1. Labor-Management meetings will be held four times per year, or upon request of either a CSEA representative or the Village. Meetings shall include, but not be limited to: a Trustee, Unit President and Vice-President, Superintendent of Public Works and the Village Clerk;

2. Employees may have access to their personnel file upon verbal request;

3. No disciplinary document will be placed in a personnel file unless it has been read and acknowledged by the affected employee. Signing the document does not indicate agreement with its contents. An employee may also respond to any document placed in his/her file. Refusal to sign does not prevent placing the document in the file.

ARTICLE DD:

SAVINGS CLAUSE

It is the intention of the parties to comply in all respects with the laws prevailing and pertaining to the subject matter of this Collective Bargaining Agreement. If, at the time of the

execution of this Contract or at any time thereafter, the parties shall provide for any matter which is illegal, invalid, or unenforceable in a court of competent jurisdiction or declared illegal, invalid or unenforceable by any appropriate governmental agency or by the decision of any body competent and authorized to act herein, only those provisions or parts thereof of this Contract affected thereby may be rendered invalid. The parties desire the balance of the Contract to continue to be valid, and in the event any portion hereof should be declared illegal, invalid or unenforceable, the parties shall immediately meet to correct the parts so affected. Should the parties be unable to negotiate corrections or substitutions of provisions, the issue shall be referred to arbitration as hereinabove provided.

ARTICLE EE:

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

TERM

This Agreement shall be effective as of June 1, 1999, and shall

continue in full force and effect until May 31, 2003.

WESTBURY VILLAGE UNIT OF
CSEA, LOCAL 882

By

Dorothy J. Lottens
4-4-01

INCORPORATED VILLAGE OF WESTBURY

By

Ernest J. Stearns

CIVIL SERVICE EMPLOYEES ASSOCIATION
INC., Local 1000, AESCME, AFL-CIO

By

Stephanie Jeff 4/4/01

F:\INCVILWBagr99-03
(AGREEMEN)

CSEA JOB TITLE SALARY SCALE

June 1, 1999 - May 31, 2003

(2.5%,3.0%, 3.0%, 3.0%)

5/17/00

	1999/2000	2000/01	2001/02	2002/03					
	2.5%	3.0%	3.0%	3.0%					
ADMINISTRATIVE									
Account Clerk	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	
Current Salary:	<u>\$26,749.02</u>	<u>\$27,077.07</u>	<u>\$28,389.46</u>	<u>\$29,732.22</u>	<u>\$31,069.98</u>	<u>\$32,577.40</u>	<u>\$33,336.07</u>	<u>\$34,041.67</u>	EMPLOYEES WITH 20 YEARS
6/1/99-5/31/00	\$26,392.75	\$27,754.00	\$29,099.20	\$30,475.53	\$31,836.48	\$33,391.84	\$34,169.47	\$34,892.61	SHALL RECEIVE AN ADDITIONAL
6/1/00-5/31/01	\$27,184.53	\$28,586.62	\$29,972.17	\$31,389.79	\$32,791.57	\$34,393.59	\$35,194.56	\$35,939.39	\$600.00 PER ANNUM
6/1/01-5/31/02	\$28,000.06	\$29,444.22	\$30,871.34	\$32,331.49	\$33,775.32	\$35,425.40	\$36,250.39	\$37,017.57	
6/1/02-5/31/03	\$28,840.07	\$30,327.54	\$31,797.48	\$33,301.43	\$34,788.58	\$36,488.16	\$37,337.90	\$38,128.10	
Stenographer	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	OFFICE AND CLERICAL EMPLOYEES
Current Salary:	<u>\$24,990.34</u>	<u>\$25,938.73</u>	<u>\$26,887.13</u>	<u>\$27,835.49</u>	<u>\$28,783.87</u>	<u>\$29,732.27</u>	<u>\$30,680.61</u>	<u>\$31,386.10</u>	ASSIGNED TO WORK AS CLERICAL
6/1/99-5/31/00	\$25,615.10	\$26,587.20	\$27,559.31	\$28,531.38	\$29,503.47	\$30,475.58	\$31,447.63	\$32,170.75	STENOGRAPHER AT MEETING OF
6/1/00-5/31/01	\$26,383.55	\$27,384.81	\$28,386.09	\$29,387.32	\$30,388.57	\$31,389.84	\$32,391.05	\$33,135.88	BOARDS AND COMMISSIONS SHALL
6/1/01-5/31/02	\$27,175.06	\$28,206.36	\$29,237.67	\$30,268.94	\$31,300.23	\$32,331.54	\$33,362.79	\$34,129.95	RECEIVE \$40.00 PER MEETING
6/1/02-5/31/03	\$27,990.31	\$29,052.55	\$30,114.80	\$31,177.01	\$32,239.23	\$33,301.49	\$34,363.67	\$35,153.85	
Sr. Clerk Typist	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	
Current Salary:	<u>\$24,231.66</u>	<u>\$24,990.34</u>	<u>\$25,749.02</u>	<u>\$26,507.76</u>	<u>\$24,266.44</u>	<u>\$28,404.52</u>	<u>\$29,542.58</u>	<u>\$30,248.09</u>	
6/1/99-5/31/00	\$24,837.45	\$25,615.10	\$26,392.75	\$27,170.45	\$24,873.10	\$29,114.63	\$30,281.14	\$31,004.29	
6/1/00-5/31/01	\$25,582.58	\$26,383.55	\$27,184.53	\$27,985.57	\$25,619.29	\$29,988.07	\$31,189.58	\$31,934.42	
6/1/01-5/31/02	\$26,350.05	\$27,175.06	\$28,000.06	\$28,825.13	\$26,387.87	\$30,887.71	\$32,125.27	\$32,892.45	
6/1/02-5/31/03	\$27,140.55	\$27,990.31	\$28,840.07	\$29,689.89	\$27,179.51	\$31,814.35	\$33,089.02	\$33,879.23	
Court Clerk	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	
Current Salary:	<u>\$24,231.66</u>	<u>\$24,990.34</u>	<u>\$25,749.02</u>	<u>\$26,507.76</u>	<u>\$27,266.44</u>	<u>\$28,404.52</u>	<u>\$29,542.58</u>	<u>\$30,248.09</u>	
6/1/99-5/31/00	\$24,837.45	\$25,615.10	\$26,392.75	\$27,170.45	\$27,948.10	\$29,114.63	\$30,281.14	\$31,004.29	
6/1/00-5/31/01	\$25,582.58	\$26,383.55	\$27,184.53	\$27,985.57	\$28,786.54	\$29,988.07	\$31,189.58	\$31,934.42	
6/1/01-5/31/02	\$26,350.05	\$27,175.06	\$28,000.06	\$28,825.13	\$29,650.14	\$30,887.71	\$32,125.27	\$32,892.45	
6/1/02-5/31/03	\$27,140.55	\$27,990.31	\$28,840.07	\$29,689.89	\$30,539.64	\$31,814.35	\$33,089.02	\$33,879.23	
Clerk/Typist	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	
Current Salary:	<u>\$23,472.92</u>	<u>\$24,231.66</u>	<u>\$24,990.33</u>	<u>\$25,749.02</u>	<u>\$26,507.76</u>	<u>\$27,266.45</u>	<u>\$28,026.14</u>	<u>\$28,731.63</u>	
6/1/99-5/31/00	\$24,059.74	\$24,837.45	\$25,615.09	\$26,392.75	\$27,170.45	\$27,948.11	\$28,726.79	\$29,449.92	
6/1/00-5/31/01	\$24,781.54	\$25,582.58	\$26,383.54	\$27,184.53	\$27,985.57	\$28,786.55	\$29,588.60	\$30,333.42	
6/1/01-5/31/02	\$25,524.98	\$26,350.05	\$27,175.05	\$28,000.06	\$28,825.13	\$29,650.15	\$30,476.26	\$31,243.42	
6/1/02-5/31/03	\$26,290.73	\$27,140.55	\$27,990.30	\$28,840.07	\$29,689.89	\$30,539.66	\$31,390.54	\$32,180.72	
Messenger	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year	
Current Salary:	<u>\$23,472.92</u>	<u>\$24,231.66</u>	<u>\$24,990.33</u>	<u>\$25,749.02</u>	<u>\$26,507.76</u>	<u>\$27,266.45</u>	<u>\$28,026.14</u>	<u>\$28,731.63</u>	
6/1/99-5/31/00	\$24,059.74	\$24,837.45	\$25,615.09	\$26,392.75	\$27,170.45	\$27,948.11	\$28,726.79	\$29,449.92	
6/1/00-5/31/01	\$24,781.54	\$25,582.58	\$26,383.54	\$27,184.53	\$27,985.57	\$28,786.55	\$29,588.60	\$30,333.42	
6/1/01-5/31/02	\$25,524.98	\$26,350.05	\$27,175.05	\$28,000.06	\$28,825.13	\$29,650.15	\$30,476.26	\$31,243.42	
6/1/02-5/31/03	\$26,290.73	\$27,140.55	\$27,990.30	\$28,840.07	\$29,689.89	\$30,539.66	\$31,390.54	\$32,180.72	

SCHEDULE 'A'

CSEA JOB TITLE SALARY SCALE

June 1, 1999 - May 31, 2003

(2.5%, 3.0%, 3.0%, 3.0%)

5/17/00

PUBLIC WORKS								
MEO Grade A	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$0.00	\$27,364.18	\$27,899.43	\$32,224.84	\$32,833.91	\$33,374.76		
6/1/99-5/31/00	\$0.00	\$28,038.03	\$28,596.92	\$33,030.48	\$33,654.76	\$34,209.13		
6/1/00-5/31/01	\$0.00	\$28,879.18	\$29,454.82	\$34,021.37	\$34,664.40	\$35,235.40		
6/1/01-5/31/02	\$0.00	\$29,745.55	\$30,338.47	\$35,042.02	\$35,704.33	\$36,292.46		
6/1/02-5/31/03	\$0.00	\$30,637.92	\$31,248.62	\$36,093.28	\$36,775.46	\$37,381.24		
							EMPLOYEES WITH 20 YEARS	
							SHALL RECEIVE AN ADDITIONAL	
							\$600.00 PER ANNUM	
MEO Grade B	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$24,829.20	\$26,646.16	\$27,687.91	\$31,380.66	\$31,981.26	\$32,513.37		
6/1/99-5/31/00	\$25,449.93	\$27,312.30	\$28,277.61	\$32,165.17	\$32,780.79	\$33,326.20		
6/1/00-5/31/01	\$26,213.43	\$28,131.67	\$29,125.94	\$33,130.12	\$33,764.22	\$34,325.99		
6/1/01-5/31/02	\$26,999.83	\$28,975.62	\$29,999.71	\$34,124.02	\$34,777.14	\$35,355.77	OFFICE AND CLERICAL EMPLOYEES	
6/1/02-5/31/03	\$27,809.83	\$29,844.89	\$30,899.71	\$35,147.75	\$35,820.46	\$36,416.44	ASSIGNED TO WORK AS CLERICAL	
							STENOGRAPHER AT MEETING OF	
							BOARDS AND COMMISSIONS SHALL	
							RECEIVE \$40.00 PER MEETING	
Laborer	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$22,908.48	\$24,644.38	\$25,433.39	\$29,491.38	\$30,049.99	\$30,570.11		
6/1/99-5/31/00	\$23,481.19	\$25,260.49	\$26,069.22	\$30,228.66	\$30,801.24	\$31,334.36		
6/1/00-5/31/01	\$24,185.63	\$26,018.30	\$26,851.30	\$31,135.52	\$31,725.28	\$32,274.39		
6/1/01-5/31/02	\$24,911.20	\$26,798.85	\$27,656.84	\$32,069.59	\$32,677.04	\$33,242.63		
6/1/02-5/31/03	\$25,658.53	\$27,602.82	\$28,486.55	\$33,031.68	\$33,657.35	\$34,239.90		
MEO Sanitation Worker	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$26,906.86	\$27,896.23	\$28,842.10	\$33,078.06	\$33,699.83	\$34,256.68		
6/1/99-5/31/00	\$28,554.53	\$28,592.61	\$29,563.15	\$33,905.01	\$34,542.33	\$35,112.99		
6/1/00-5/31/01	\$27,351.17	\$29,450.39	\$30,450.05	\$34,922.16	\$35,578.60	\$36,166.38		
6/1/01-5/31/02	\$28,171.70	\$30,333.90	\$31,363.55	\$35,969.83	\$36,645.95	\$37,251.38		
6/1/02-5/31/03	\$29,016.85	\$31,243.92	\$32,304.45	\$37,048.92	\$37,745.33	\$38,368.92		
Sanitation Worker	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$24,581.25	\$26,474.94	\$27,421.35	\$31,656.61	\$32,267.29	\$32,809.69		
6/1/99-5/31/00	\$25,195.78	\$27,136.81	\$28,106.88	\$32,447.92	\$33,073.97	\$33,629.93		
6/1/00-5/31/01	\$25,951.65	\$27,950.92	\$28,950.09	\$33,421.36	\$34,066.19	\$34,638.83		
6/1/01-5/31/02	\$26,730.20	\$28,789.45	\$29,818.59	\$34,424.00	\$35,088.18	\$35,678.00		
6/1/02-5/31/03	\$27,532.11	\$29,653.13	\$30,713.15	\$35,456.72	\$36,140.82	\$36,748.33		
Auto Mech./Maintainer	1-180 Days	181 Days-1 Yr	1 Year	2-5 Years	6-14 Years	15 Years		
Current Salary:	\$30,096.10	\$32,209.01	\$33,264.82	\$38,548.12	\$38,912.40	\$39,491.89		
6/1/99-5/31/00	\$30,848.50	\$33,014.24	\$34,096.44	\$37,461.82	\$39,885.21	\$40,479.29		
6/1/00-5/31/01	\$31,773.96	\$34,004.66	\$35,119.33	\$38,585.68	\$41,081.77	\$41,693.67		
6/1/01-5/31/02	\$32,727.18	\$35,024.80	\$36,172.91	\$39,743.25	\$42,314.22	\$42,944.48		
6/1/02-5/31/03	\$33,708.99	\$36,075.55	\$37,258.10	\$40,935.55	\$43,583.65	\$44,232.81		
Motor Veh. Disp.	1st Year	2nd Year	3rd Year	4th Year	5th Year	6-10th Year	11th Year	14th Year
Current Salary:	\$23,472.92	\$24,231.66	\$24,990.33	\$26,749.02	\$26,507.76	\$27,266.46	\$28,026.14	\$28,731.63
6/1/99-5/31/00	\$24,059.74	\$24,837.45	\$25,615.09	\$26,392.75	\$27,170.45	\$27,948.11	\$28,726.79	\$29,449.92
6/1/00-5/31/01	\$24,781.54	\$25,582.58	\$26,383.54	\$27,184.53	\$27,985.57	\$28,786.55	\$29,588.60	\$30,333.42
6/1/01-5/31/02	\$25,524.98	\$26,350.05	\$27,175.05	\$28,000.06	\$28,825.13	\$29,650.15	\$30,476.26	\$31,243.42
6/1/02-5/31/03	\$26,290.73	\$27,140.55	\$27,990.30	\$28,840.07	\$29,689.89	\$30,539.66	\$31,390.54	\$32,180.72